

2. Construction Permit
3. All Correspondence with Gov't Regulatory Agencies
4. Initial Soil Tests
 - a) Soil Maps and Fertility Maps
 - b) Data Table
5. Annual or Every Other Year Fertility Test Data Table and Corresponding Fertility Maps
6. Manure Tests, Annual or Semi-annual
 - a) Nutrient Analysis
 - b) Amount, Method, and Location Applied
7. Water Usage Data Table
 - a) Amount Used
 - b) Well Sample Analysis Data
8. Maps of Properties Involved
 - a) Location Maps and ASCS Maps
9. Crop Records
 - a) Field Map Indicating Crops Planted
 - b) Commercial Fertilizer, Herbicide, Insecticide Application Rates, Methods and Locations
 - c) Yield Data
 - d) Nutrient Removal Data

If the land used for nutrient disposal is no longer compatible with sound environmental and agronomy practice then **Grower** shall be obligated to apply nutrients to other land which would be compatible. **Grower** will conduct initial soil tests prior to application of nutrients.

- I. **Grower** shall provide and maintain a private water well for the benefit of said hog confinement facility including all rights of access. In the event the private water well is not immediately adjacent to the facility the **Grower** shall guarantee such access and use for a period of not less than the term of the **Contract**. This guarantee shall include obtaining all necessary written agreements to provide for such access and easement for use of a private water well.
- J. **Grower** shall provide and maintain electrical power to said hog confinement facility including all rights of access and easement for use of said electrical power for a period of not less than the term of the **Contract**.
- K. **Grower** shall furnish a certificate of insurance annually to **Murphy** evidencing coverage for general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. **Grower** shall obtain liability coverage which specifically insures the **Grower** while performing duties of the contract. **Grower** shall maintain insurance coverage for each finishing building for replacement cost (minimum \$120,000 per building). **Grower** shall have a policy which shows cause of loss to be special or equivalent. **Murphy** will be an additional insured. Builders Risk Endorsement shall be purchased by **Grower** while grower units are under construction.
- L. **Grower** agrees that he or she is an independent contractor and is not an agent or employee of **Murphy** as it relates to the activities **Grower** is obligated under this